

**Excerpts on Training from
Collective Bargaining MOUs
As of January 23, 2004**

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Bargaining Unit 1 - Professional, Administrative, Financial and Staff Services
July 3, 2003 through June 30, 2005

13.6.1 Education and Training (Unit 1)

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.
- C. Each State department shall be required to complete an annual Individual Development Plan for each permanent full-time employee and for permanent intermittent employees who work 750 hours or more annually.
- D. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior.
- E. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.
- F. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.
- G. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.
- H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance as specified in the Individual Development Plan (IDP), or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive his/her regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:
 - 1. Tuition and/or registration fees.
 - 2. Cost of course-related books.
 - 3. Transportation or mileage expenses.
 - 4. Toll and parking fees.
 - 5. Lodging and subsistence expenses.An employee who does not satisfactorily complete a training or education course required by the department according to the department's predetermined standards shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.
- I. Reimbursement for the above expenses shall be in accordance with Article 12 of this Contract.
- J. When assigning or approving an employee for career-related out-service training, the department may establish policies regarding (1) allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and (2) reimbursement for tuition and other necessary expenses. Except as

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established by the department, reimbursement should be for 50 percent of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

- K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.
- M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

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5.10 National Judicial College Differential

- A. Employees in classes enumerated in Section E (below) who complete an equivalent judicial education curriculum shall receive a monthly differential of five percent (5%) of their salary. The differential shall be considered compensation for purposes of retirement.
- B. "Equivalent judicial education curriculum" means either a certificate issued by the National Judicial College (NJC) in courses related to administrative law adjudication or twenty (20) hours of judicial education or certification as approved by the department. Equivalency shall be determined by the Department of Personnel Administration based on recommendations from the employee's department.
- C. Employees already receiving the differential at the time this agreement is ratified by the Legislature and CASE's membership shall continue to receive the differential.
- D. Employees not receiving the differential at the time this agreement is ratified by the Legislature and CASE's membership who complete a qualified judicial education curriculum after July 1, 2000, may begin receiving the differential no earlier than the beginning of the pay period following the month in which the curriculum was completed and not later than the month following ratification of this agreement by both CASE and the Legislature. CASE recognizes that attendance at department provided training may be postponed for a reasonable period of time to coincide with training offered for other employees.
- E. The State agrees to reimburse employees in Administrative Law Judge and Hearing Officer classifications; including Fair Hearing Specialists; Office of Administrative Hearings, Hearing Advisers (OAH); California Energy Commission, Hearing Advisers (CEC); and Workers' Compensation Conference Judges for necessary and reasonable expenses incurred (e.g., tuition and travel expenses) and to provide time off during normal work hours without loss of compensation, upon request, consistent with operational needs, to attend a qualified judicial education curriculum as defined above.
- F. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this MOU.

13.6 Education and Training

- A. It is the policy of the State to ensure quality legal service to the public by developing the skills and abilities of Unit 2 employees through training activities. The State agrees to reimburse Unit 2 employees for expenses incurred and provide time off during normal work hours without loss of compensation as a result of completed training or education courses required by the State employer or the Legislature.
- B. Job-Required Training
 - 1. Job-required training is training required by the employee's appointing authority that is designed to assure adequate performance in the employee's current assignment.
 - 2. Unit 2 employees shall be fully reimbursed for tuition, course-required materials, and travel costs consistent with Article 12 (Business and Travel) for job-required training.
 - 3. Employees shall be provided time off during their normal work hours without loss of compensation to participate in job-required training.
 - 4. Employees in Work Week Group 2 will be credited with time worked for participation in job-required training which falls outside their usual work hours.

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Whether or not this results in overtime compensation shall be determined by the provisions of Section 6.1 and 6.2.

5. Time spent in job-required training by employees in Work Week Groups E and SE shall be taken into consideration for purposes of Section 6.3.

C. Job-Related Training

1. Job-related training is training designed to increase efficiency or effectiveness and improve performance above the acceptable level of competency established for a specific job assignment.
2. Unit 2 employees may be reimbursed for up to one hundred percent (100%) of the cost of tuition or registration fees, course-required materials, and travel costs consistent with Article 12 (Business and Travel) for job-related training.

D. Career-Related Training

1. Career-related training is training designed to assist in the development of career potential. Career-related training may be unrelated to a current job assignment.
2. When an employee's appointing authority approves career-related training, the employee may be reimbursed for up to fifty percent (50%) of the cost for tuition or registration fees, and course-required materials.

- E. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this MOU.

**Bargaining Unit 3 -
January 31, 2002 through July 2, 2003**

8.19.3 Educational Leave

- A. The State and the Union recognize the importance of Educational Leave. Each department may review the current departmental educational leave policy within 120 days of the ratification of this agreement. Each department will meet and confer with the Union on the impact of changes made in the current policy based upon the department's review. This policy will at a minimum contain: criteria for course approval, an appeal of denial mechanism to an individual other than the immediate supervisor of the individual making the denial and time specific application process for employees to request usage of education leave, and documented verification of successful completion of approved course work.
- B. The department head or designee may approve educational leave with pay to attend programs at accredited schools, colleges (including 2 year and 4 year), universities (including independent studies) or programs recommended by a Trade Advisory Council for the purpose of further instruction in subjects related to the employee's work assignment and/or achievement of departmental goals. Approved educational leave shall be granted for reasonable travel time, instructional/classroom time and required field work during regular work hours.
1. Only Unit 3 civil service employees in classes currently eligible for educational leave are eligible under this provision.
 2. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements, fiscal resources and availability of an appropriate substitute. A teacher/instructor whose written request for educational leave is denied shall be informed in writing of the reasons for such action within 14 calendar days. If an employee is denied education leave on three consecutive occasions he/she may request a review of the criteria upon which the leave was denied by a department head or designee.
 3. Eligible employees must have at least one (1) year of permanent full-time service in a classification which accrues educational leave before being granted such leave.
 4. Eligible employees will be credited with educational leave at a rate of 10 hours per month. Portions of months of service shall not be counted or accumulated.
 5. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
 6. The State will encourage the employee to utilize Educational Leave. When an employee eligible for educational leave is granted time off in accordance with Paragraph b. above, such time off shall be deducted from his/her educational leave balance.

13.5.3 Education and Training

- A. The State agrees to reimburse Unit 3 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:
1. Tuition and/or registration fees;
 2. Cost of course-required books;
 3. Transportation or mileage expenses;
 4. Toll and parking fees;
 5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, Section 12.1 of this Contract.

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- B. If the State agrees with a Unit 3 employee's participation in nonrequired career-related training, the State may reimburse the employees for up to 50 percent of tuition, fees, and books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- C. Advance Application - An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.
- D. Incomplete Assignment - (1) General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. (2) Exceptions. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability, or other event beyond the control of the employee.
- E. Employee Obligations and Agreement - An employee assigned to full-time out-service training shall agree in writing to reimburse the State within 30 calendar days for tuition costs and other expenses paid to him/her by the State if, after completion of the training assignment, he/she does not continue employment in State service, for a period of six (6) months or twice the period of training, whichever is greater.
- F. New employees will, within a reasonable time after reporting to work, be given an orientation of the department.
- G. The Department of Personnel Administration and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in devising training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.
- H. The State and the Union recognize that certain benefits accrue to the State and Unit 3 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities as are of value to the State.
- I. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of Section (J) below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- J. When a Unit 3 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials. Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.
- L. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.
- M. This Section shall apply to Unit 3 civil service and exempt employees.

Bargaining Unit 4 - Office and Allied
July 3, 2003 through June 30, 2005

13.5.4 Upward Mobility and Training

- A. The State agrees to reimburse Unit 4 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.
- C. If the State agrees with a Unit 4 employee's participation in non-required career-related training, the State may reimburse the employee for up to 50 percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.
- E. With prior authorization by a department head or designee, the State may reimburse Unit 4 employees up to 100 percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to 100 percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.
- F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
 - 1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
 - 2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 4 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.
- H. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service

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positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

- I. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.
- J. Each department shall develop and maintain a written upward mobility plan as specified in the State Personnel Board's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code Section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments. Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the union with a copy. Upon employee request, each department agrees to make available its plan and/or information regarding Upward Mobility Training for its Unit 4 employees. Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report the department's upward mobility program efforts. At work sites with twenty-five (25) or more Unit 4 employees, at least one manager or supervisor will be assigned the responsibility of assisting Unit 4 employees in obtaining information on the department's upward mobility program(s) and related services. Departments shall make the State Training Center Schedule of Classes accessible to all Unit 4 employees and where feasible, employees shall be allowed to provide their electronic mailing address to the State Training Center in order to receive updates.

Bargaining Unit 5 - Highway Patrol
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13. Public Safety Officer Bill of Rights (POBR)

a. The Department and CAHP agree to work jointly on providing training to Department managers and supervisors relative to POBR located in Chapter 9.7, Division 4, Title 1 of the Government Code.

52. Workplace Violence Prevention

- a. In order to provide a safe and healthy workplace for employees, the State agrees to develop and implement workplace violence prevention policies and programs.
- b. The State agrees to develop a model Workplace Violence Prevention Program and make the program available to all departments.
- c. The State agrees to provide training on procedures for preventing workplace violence and the Union will encourage employees to use these procedures.

62. Education Tuition Reimbursement

- a. Employees may request tuition assistance from the Department for approved college/university courses.
- b. The granting of tuition assistance shall be consistent with the provisions contained in HPM 70.13, Departmental Training Manual, Chapter 9.

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July 1, 2001 through July 2, 2006

8.01 Out-Service Training (For training not mandated by CPOST)

- A. The State employer agrees to reimburse employees for expenses incurred as a result of satisfactorily completing out-service training/education courses required and approved by the Department, but not mandated by CPOST. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees; and
 - 5. Lodging and subsistence expenses.Reimbursement for these expenses shall be in accordance with the Business and Travel Expense provision of this MOU.
- B. If the State agrees with an employee's participation in non-required, career-related out-service training, the State employer shall reimburse the employee for up to fifty percent (50%) of tuition and course-required books, within institution/facility/region budgetary limitations. This reimbursement shall be made only after the employee has satisfactorily completed the training. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- C. An employee who does not satisfactorily complete a training course as in A. or B. above, shall not be eligible for reimbursement for expenses and shall agree to return any advance payment received.
- D. An employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
 - 1. At the convenience of the State, provided that the employee has satisfactorily participated during the training; or,
 - 2. Because of death, prolonged illness, disability or other similar eventuality beyond the control of the employee.
- E. The parties agree that training on rape prevention and sexual harassment awareness are appropriate subjects for high priority consideration.

8.02 Release Time for State Civil Service Examinations and Interviews

- A. Upon giving reasonable advance notice, but no less than two (2) days, to his/her supervisor, an employee otherwise qualified shall be permitted to participate in a State Civil Service Examination during the employee's work hours if the examination is scheduled during such a period. The employee participating in a State Civil Service Examination shall be allowed no more than four (4) hours of official business time for travel. If he/she requires additional travel time, the employee will be allowed to use a reasonable amount of either accrued vacation credits, CTO, PLP credits, or holiday time.
- B. Upon giving reasonable advance notice, but no less than two (2) days the State shall accommodate a shift change request from an employee who is scheduled to work first watch on the day of the examination, or from an

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- employee who is scheduled to work third watch the day before the examination and the examination is scheduled to begin earlier than 10 a.m.
- C. Employment interviews for eligibles on employment lists shall be considered part of the examination process for purposes of this section; and shall also be entitled to the travel time provisions in paragraph . above.
- D. Upon giving reasonable advance notice, but no less than two (2) days, the State shall allow the employee to burn a reasonable amount of either accrued vacation credits, CTO, PLP credits, or holiday credits to attend interviews for lateral transfers.

8.03 Commission on Correctional Peace Officers Standards and Training (CPOST), a Joint Apprenticeship and Training Committee

A. Purpose and Policy

The parties hereto declare their joint purpose and policy to continue an organized, planned system of apprenticeship, conducted as a joint labor and management departmental undertaking. These standards have, therefore, been adopted and agreed upon under the Shelley-Maloney Apprenticeship Labor Standards Act of 1939, as amended, to govern the employment and training of apprentices in the trade defined herein. Effective January 1, 1995, the Legislature passed, and the Governor signed, Senate Bill No. 1902, to establish the Commission on Correctional Peace Officers' Standards and Training (hereafter referred to as "CPOST"). This Act amended Penal Code Sections 13600 and 13601, in order to consolidate the researching, establishment and monitoring of standards for the selection and training of COs, both apprentices and journeypersons. The parties recognize that these legislative amendments effectively renamed the CDC — Department of the Youth Authority Joint Apprenticeship Committee as the CPOST; and gave CPOST the authority to create its own operating rules and regulations.

B. Trades

Correctional Officer Dot: 372.667 018
Correctional Counselor 045.107 03J
Parole Agent, CDC 195.167 030
Parole Agent, CYA 195.167 03A
Medical Technical Assistant 079.367 010
CYA Casework Specialist 045.107 01A
Youth Correctional Counselor 045.107 010
Youth Correctional Officer 195.164 010
Correctional Firefighter 373.364 010

C. Definition of an Apprentice

An apprentice is a person at least 21 years of age, who is engaged in learning a designated trade of Correctional Peace Officer and who has entered into a written Apprentice Agreement under the provisions of these standards.

D. Apprentice Agreement and CPOST Rules and Regulations

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1. Each apprentice shall be furnished a copy of, or be given an opportunity to study the CPOST rules and regulations/standards before indenture. These rules and regulations/standards shall be considered a part of the Apprenticeship Agreement as though expressly written therein.
2. Each apprentice shall be furnished a copy of the fully-signed Apprenticeship Agreement.

E. Duties of an Apprentice

Each apprentice shall satisfactorily perform all work and learning assignments both on-the-job and in "related and supplemental" instruction and shall comply with the rules, regulations and decisions of the CPOST, the Local Apprenticeship Subcommittee (hereafter "LAS") and the employer.

F. Ratio

1. The Department may employ one (1) apprentice when at least one (1) CO is regularly employed, and one (1) additional apprentice for each three (3) additional COs. All exceptions to this Article must be authorized by the CPOST.
2. The ratio stated above is subject to change by vote of CPOST.

G. Work Training

The Department shall see that all apprentices are under the supervision of a qualified CO or instructor and shall provide the necessary diversified experience and training in order to train and develop the apprentice into a skilled CO, proficient in all the work processes of the CO as outlined herein. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the occupation.

H. Controversies

All controversies or differences concerning the apprenticeship program, which cannot be adjusted by the Local Apprenticeship Subcommittee or by the CPOST, or which are not covered by the Memorandum of Understanding, may be submitted to the Administrator (the Chief of the Division of Apprenticeship Standards) for determination. Such controversies or differences must generally be presented to the LAS first. If issues still remain unresolved, they may be appealed to the statewide CPOST. The particulars of the CPOST appeal procedures are found in its own Rules and Regulations. Certain unresolved issues may be then submitted to the Administrator (the Chief of the Division of Apprenticeship Standards) for determination. (See the Rules and Regulations of the California Apprenticeship Council.)

- I. The Department agrees that all apprenticeship training forms will be printed on NCR paper, a copy to be given to IST and one to be retained by the employee.
- J. Probationary Period The probationary period for each (R06), peace officer classification shall be twelve (12) calendar months or 1800 hours actual on-the-job experience in the classification, whichever is longer. This section is conditioned upon approval by the SPB.

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- K. Any Unit 6 member who serves as a CPOST commissioner or alternate commissioner shall be released from their normal post to attend the CPOST commission meetings on official business time without loss of compensation.

8.04 Research Projects

By requesting through the Warden/Superintendent/Regional Administrator, and with the approval of the Department Director, an employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a research project, or is involved in other department-approved training. The employee shall provide a project outline indicating the purpose and scope of the project. The employee may request information as to whether or not the Department is conducting research on a specific subject matter. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.

8.05 7K Training Program

All employees shall be provided with a minimum of fifty-two (52) hours of annual training. This training shall be either individual or group formalized, structured courses of instruction to acquire skills and knowledge for an employee's current or future job performance. The POST/CPOST approved portion of the training shall be as required by POST/CPOST contain measurable learning objectives that can be evaluated in a classroom setting or in structured on-the-job training. The Departments agree to incorporate available POST/ CPOST approved courses within the training program. The departments shall continue to submit lesson plans on a flow basis to CPOST for review and approval. By January 1, 2003, all CDC and CYA lesson plans will have been submitted to CPOST for approval with the exception of certain specific training related to Departmental Policy (e.g., Court Mandated Training, Contract Vendor Training, Community Relations, etc.) By October 1, 2003, all BPT lesson plans will have been submitted to CPOST for approval with the exception of certain specific training related to Departmental Policy (e.g., Court Mandated Training, Contract Vendor Training, Community Relations, etc.)

A. CDC Institutional Based Employees

Employees shall be provided four (4) hours of training every twenty-eight (28) day work period in accordance with the following guidelines:

1. Training classes shall be at least one (1) hour in duration and shall be scheduled in a four (4) hour training session.
2. Training sessions shall be offered on no less than two (2) of the following three (3) days (Tuesdays, Wednesdays, and Thursdays) per week in every twenty-eight (28) day work period for all watches. This may be adjusted for First Watch depending on the size of the work force.
3. Each post or job assignment shall be assigned a primary training day which shall guarantee the employee a seat in the training session. The primary training day shall be assigned to either the first or second week

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of the twenty-eight (28) day work period. The employee is not mandated to attend this primary training day and does not need to obtain permission to miss the training session. If an employee does not attend his/her primary day it will be the individual's responsibility to attend another training session within the same twenty-eight (28) day work period.

4. Employees not attending their primary session shall be able to either pre-schedule attendance or walk in on any other training session during the twenty-eight (28) day work period. If the employee pre-schedules to attend a training session it shall guarantee the employee a seat in the class. Except for size restricted classes (such as range, side-handle baton, etc.), walk-in attendance shall only be limited to class size as determined by physical plant resources and State Fire Marshal levels.
5. An employee who fails to attend a four (4) hour training session within a twenty-eight (28) day work period without an approved reason may be subject to a pay dock. An employee who fails to attend one (1) training session in the preceding twelve (12) month period without approval may be required to attend his/her assigned primary training day for a six (6) month period. Employees who meet this criteria can only reschedule this training if they are on approved leave on their primary day or with the permission of the Appointing Authority or designee. Effective the beginning of the first work period following July 1, 2002, this section shall also apply to a two (2) hour training session.
6. Except as precluded in A. 5. above, employees shall not be prevented from working overtime, performing shift swaps, or taking time off from work due to being assigned a training day.
7. Employees may be scheduled for a vacation period which encompasses the entire twenty-eight (28) day work period. If an employee is approved for vacation that extends for the entire twenty-eight (28) day work period, the employee is expected to attend a training session during that work period. If the employee does not attend the training session, they shall be docked. The employee shall not be entitled to any mileage or call-back reimbursement for attending a training session while on vacation. Vacation will not be approved that encompasses two (2) entire twenty-eight (28) day work periods in any calendar year.
8. This training time shall not be utilized to cover behind vacant positions. Except for bona fide emergencies, this time shall not be utilized to perform any duties associated with a post or job assignment.
9. If management fails to offer a mandatory training class within a twelve (12) month period, an employee shall not receive a negative performance evaluation, be disciplined or denied any salary increase for failing to attend the mandatory training.
10. Employees shall be allowed but not required to attend a training session on their RDOs. If an employee voluntarily attends a training session on a RDO, the employee shall not be entitled to any mileage or call back reimbursement.

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11. PIEs shall be assigned fifty-two (52) hours of training annually by management.

B. CYA Institutional Based Employees

Institutional based employees shall be provided four (4) hours of training every twenty-eight (28) day work period. The existing training schedules shall remain the same. Upon verifying with the training officer space availability, the employee can reschedule to another existing class in the same twenty-eight (28) day work period. Except for size restricted classes (such as chemical agents, mechanical restraints, CPR, side-handle baton, etc.), walk-in attendance shall only be limited to class size as determined by physical plant resources and State Fire Marshal levels.

1. Training classes shall be at least one (1) hour in duration and shall be scheduled in a four (4) hour training session.
2. An employee who fails to attend a four (4) hour training session within a twenty-eight (28) day work period without an approved reason may be subject to a pay dock. An employee who fails to attend one (1) training session in the preceding twelve (12) month period without approval may be required to attend his/her assigned primary training day for a six (6) month period. Employees who meet this criteria can only reschedule this training if they are on approved leave on their primary day or with the permission of the Appointing Authority or designee. Effective the beginning of the first work period following July 1, 2002, this section shall also apply to a two (2) hour training session.
3. Except as precluded in B. 2. above, employees shall not be prevented from working overtime, performing shift swaps, or taking time off from work due to being assigned a training day.
4. This training time shall not be utilized to cover behind vacant positions. Except for bona fide emergencies, this time shall not be utilized to perform any duties associated with a post or job assignment.
5. If management fails to offer a mandatory training class within a twelve (12) month period, an employee shall not receive a negative performance evaluation, be disciplined or denied any salary increase for failing to attend the mandatory training.
6. Employees shall be allowed but not required to attend a training session on their RDOs. If an employee, with the training officer's approval, voluntarily attends a training session on a RDO, the employee shall not be entitled

to any mileage or call back reimbursement.

7. PIEs shall be assigned fifty-two (52) hours of training annually by management.

C. Non-Institutional Based Employees

Non-institutional based employees shall be scheduled for fifty-two (52) hours of training annually. This training shall be scheduled during the employee's normal work hours or on the employee's RDOs. Employees may only be scheduled for training on seven (7) of their RDOs annually. Except for one of the RDOs, training scheduled on an employee's RDO

Bargaining Unit 6 - Corrections
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shall be at least eight (8) hours in duration. This should not preclude scheduling training during the employee's normal work week.

D. Non-Posted Employees

1. CYA Field Parole Agents, YOPB Board Coordinating Parole Agent, Institutional Based Parole Agent, Casework Specialist, Community Services Consultant, and Fire Service Training Specialist:

- a. Employees shall be scheduled for fifty-two (52) hours of training annually.
- b. If management fails to schedule an employee for mandatory training, the employee shall not receive a negative performance evaluation related to training, or be disciplined or denied any salary increase for failing to meet training requirements.
- c. If an employee misses training, the employee shall be responsible to notify his/ her supervisor of training missed. Such training shall be rescheduled by management on any normal work day within the twenty-eight (28) day work period.

2. CDC PA

- a. Employees shall be scheduled for fifty-two (52) hours of training annually.
- b. If management fails to schedule an employee for mandatory training, the employee shall not receive a negative performance evaluation related to training, or be disciplined or denied any salary increase for failing to meet training requirements.

3. Correctional Counselors

- a. Employees shall be provided thirteen (13) hours of training per calendar quarter. This training shall be scheduled by management for each employee and shall be issued to the employee no later than fourteen (14) days prior to the beginning of the work period. This training will not be scheduled on an employee's RDO.
- b. A minimum of fifty percent (50%) of the hours shall be in a classroom setting. The remainder may be structured on-the-job training. For the purposes of this section, on-the-job training is defined as interactive training between a knowledgeable person and the student.
- c. If an employee misses required training, the employee shall be responsible to notify IST of the training missed. Such training shall be rescheduled by management on any normal work day.
- d. If management fails to schedule an employee for mandatory training, the employee shall not receive a negative performance report related to training, or be disciplined or denied any salary increase for failing to meet training requirements.
- e. This time shall not be utilized to cover behind vacant positions. Except for emergencies, this time shall not be utilized to perform any duties associated with a post or job assignment.

E. Employees shall not earn weekend differential for the 7K portion of an extended day pursuant to Section 15.08. Additionally, the 7K portion of an extended workday shall not qualify an otherwise unqualified regular shift for

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weekend or night shift differential. Non-institutional based employees scheduled for training on a weekend day will receive the weekend shift differential as defined in Section 15.08.

- F. Training scheduled in accordance with this section shall not entitle an employee to a continuous hours of work meal allowance. Time worked in excess beyond the scheduled training shall entitle an employee to a continuous hours of work meal allowance pursuant to Section 14.02.
- G. Effective the beginning of the first work period following July 1, 2002, training classes shall be scheduled in two (2) and four (4) hours sessions for CDC Institutional Based Employees and CYA Institutional Based Employees as outlined in Section A. and B. above. Sixty (60) days after ratification of the MOU, CDC and CYA agree to establish a joint labor/management committee for the purposes of planning for the implementation of a two (2) hour training session concurrent with a four (4) hour training session.
- H. Beginning the first work period following July 1, 2004, 7K training will be discontinued. All employees shall be provided Off-Post Training Sessions (OPTS) for a minimum of fifty-two (52) hours annually. Where appropriate, training will not result in additional hours of work during the work period. Normally, all training will be provided during second watch work hours. Employees working other shifts shall be provided a minimum of a seven (7) day notice of the shift assignment change to attend required training, in accordance with Section 11.01, Shift and/or Assignment Changes.
- I. CDC and CYA agree to reconvene the joint labor/ management committees to develop implementation plans for the establishment OPTS. These committees shall evaluate the alternatives available in providing OPTS and the impact on posted vs. non-posted positions and institution vs. non-institution based employees.

8.06 Class B Driver's License

When the Departments of the Youth Authority, Mental Health, or Corrections determine that an employee needs to obtain a Class B vehicle license, the departments shall reimburse the employee for any deductible or fee that the employee may be charged by their physician for conducting the examination and providing the medical certification. Employees requiring a Class B vehicle license will incur no out-of-pocket expenses to obtain the license. Employees shall be allowed to take the examination on State release time without loss of compensation. The Department shall provide the appropriate vehicle for the Class B examination.

Bargaining Unit 7 – Protective Services and Public Safety
July 1, 2001 through July 2, 2003

14.1 Education and Training

- A. The State agrees to reimburse Unit 7 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.Where applicable, reimbursement rates for the above expenses shall be in accordance with this Contract.
- B. When a Unit 7 employee attends a department approved career-related out-service training course(s), the department may establish policies regarding (1) allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and (2) reimbursement for tuition and other necessary expenses. Except as established by the department, reimbursement should be for up to fifty percent (50%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.
- C. An employee may receive reimbursement for tuition or other necessary expenses only if application is made and departmentally approved prior to enrollment in an out-service training program or when the employer has requested the employee attend out-service training.
- D. Incomplete Assignment
 - 1. General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement tuition and other necessary expenses and shall agree to return any advance payment received.
 - 2. Exceptions. The employee shall receive reimbursement for tuition and other necessary expenses provided the training facility reports satisfactory performance by the employee during the assignment and the incompleteness was due to an event beyond the control of the employee.

14.2 Training - POST

- A. Hospital Police Officers
 - 1. Hospital Police Officers employed by the Department of Mental Health may attend, on their own time, non-resident five-hundred and twenty (520) hour POST certified basic training at POST certified local facilities and shall be reimbursed, pursuant to Article 14.1, by the State for the cost of tuition and course-required books.
 - 2. With advance approval, the Hospital Police Officers may attend such courses without loss of compensation when otherwise scheduled for work provided: a) their absence will not result in an increased cost to the State (e.g., additional staff, overtime, etc.); or, b) the department head or designee approves the absence despite such costs.
- B. Other Unit 7 Classes

Except as otherwise provided in this Contract, each department employing Unit 7 peace officers and involved in POST certificate programs shall continue to participate in those programs.

Bargaining Unit 7 – Protective Services and Public Safety
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14.3 Training - Emergency Medical Technician

- A. Notwithstanding section 14.5 of this contract, where readily available, full-time Fire Fighters, and Fire Fighter/Security Officers will be allowed to attend Emergency Medical Technician training for purposes of EMT certification if they are not already certified. To the extent that the courses occur when the employee is otherwise scheduled for duty, the employee will be allowed to attend the class without loss of compensation. The Department shall reimburse the employee for the cost of course required books and tuition. CAUSE recognizes that it may not be possible for all employees to attend the training full-time, immediately or during the same semester because of staff shortages or the availability of funds.
- B. The Department of Parks and Recreation agrees to accept EMT training certification as meeting the requirement that Unit 7 employees have Emergency Medical Responder (EMR) certification.

14.4 Training – California Conservation Corps (CCC)

- A. New employees shall receive a minimum of eighty (80) hours of orientation and Initial Entry Training which includes, but is not limited to:
 - 1. Orientation to State service, and the job of the Conservationist.
 - 2. Basic Safety and Vehicle Information.
 - 3. Hand Tool Orientation and Usage.
 - 4. Corps member Discipline and Grievance Procedures.
 - 5. Basic Supervision of Corps Members.New employees shall receive the Orientation training within sixty (60) calendar days, but not later than six (6) months from the date of hire. The CCC shall endeavor to provide new Conservationist I hires with Initial Entry Training within forty-five (45) days of the CCC achieving a class size threshold of 8-10 students, but no later than six (6) months after hire.
- B. New employees shall attend the Conservationist Leadership Academy in the second year after hire. The Conservationist Leadership Academy will be offered to Conservationists I who have not been afforded the opportunity to complete training as defined in (a).
- C. On an as needed basis to ensure proficiency in the performance of the employee's duties and responsibilities, but at least once every three (3) years, any Conservationist who so requests, the department shall authorize training in conjunction with an approved annual Individual Training Program (ITP) including, but not limited to the following: basic supervision, water safety, human relations, employment sensitivity training (sexual harassment, fraternization, and cultural diversity), chainsaw usage, and handtool/powertool usage.
- D. Conservationist shall receive defensive driver training every four (4) years, except when DMV driving records indicate a record of traffic violations and/or accidents, employees may be required to complete defensive driver training every two (2) years.
- E. Each Conservationist shall receive certified first aid training as required to maintain certification.
- F. Each Conservationist shall receive annual certified CPR training.
- G. Conservationists who are assigned to supervise a Type II fire crew shall be provided at least sixty (60) hours of fire fighter training.
- H. If not specifically required for Conservationists as training elsewhere in this section, the following courses shall be considered authorized career-related training for reimbursement purposes of Section 14.1 for Conservationists:

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Emergency Medical Technician
First Responder
Fire Fighter Training
HazMat Training
Construction Technology
Crisis Intervention/Suicide Prevention
Flood Fighter
Standardized Emergency Management Systems
Incident Command Systems
Youth Behavior Classes
Adult Learner Courses
Specialized Tools and Equipment
Incident Command System Unit Leader
Training for Trainers
How to Deal with Difficult People
Emergency Response/Preparedness
Incident Command System

14.5 Training - Specialized

A. Emergency Medical Training

Emergency Medical Training shall be considered authorized job-related training for purposes of Section 14.1, for Unit 7 Peace Officers, Conservationists, Fire Fighters, and Fire Fighter/Security Officers (FF/SO), unless otherwise provided by this Contract. EMT training shall be accepted as meeting the emergency medical training requirement for any Unit 7 employee who has such a requirement.

B. Fire Fighter Training

1. In addition to any other training or education required or approved by law or by the employer, Unit 7 fire fighter/security officers, except at the Department of Veterans Affairs, and fire fighters shall engage in a minimum of one hundred (100) hours annually of in service training, based upon a California State Fire Marshall approved curriculum for Firefighter I and II, which may include the following:

a. Basic Fire Fighter Skills - Approximately 60 hours

** (1) Fire Chemistry and Technology - Approx. 2 hours

** (2) Tools and Appliances - Approx. 5 hours

(3) Hose Handling and Hose Lays - Approx. 15 hours

(4) Ladders - Approx. 10 hours

** (5) Breathing Apparatus - Approx. 5 hours

(6) Fire Apparatus Driving and Maintenance - Approx. 4 hours

(7) Pumps and Pumping Procedures - Approx. 5 hours

(8) Forcible Entry and Ventilation - Approx. 5 hours

(9) Salvage and Overhaul - Approx. 3 hours

(10) Ropes and Knots - Approx. 2 hours

** (11) Fire Prevention and Inspections - Approx. 2 hours

** (12) Fire Alarm and Extinguishing Systems - Approx. 2 hours

**b. Live Fire Training - Approximately 20 hours

(For the Firefighter/Security Officers at the Department of Veterans' Affairs, this training shall consist of five (5) hours in any of the following:)

(1) Structure Fires - Approx. 10 hours

(2) Wildland Fires - Approx. 5 hours

(3) Special Fires - Approx. 5 hours

**c. Fire Fighter Safety - Approximately 8 hours

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**d. Radio Communications - Approximately 4 hours

** (Only those classes marked by a double asterisk apply to the Firefighter/Security Officers at the Department of Veterans' Affairs)

2. In addition to the above, the following specialized courses shall be provided as required:
 - a. First Responder (Emergency Care of the Sick & injured) Department of Veterans Affairs only or, EMT (Emergency Medical Technician and recertification.)
 - b. C.P.R. (Cardiopulmonary Resuscitation) and recertification.
 - c. Hazardous Materials First Responder Operational and annual refresher.
 - d. California Driver License Class B-Restricted (Firefighter Endorsement) (Except for Department of Veterans' Affairs)
3. In addition to the above required or approved fire related training or education, a career/job related training/education out-service curriculum shall be adopted and made available at management's option to Unit 7 Firefighters, and Firefighter/Security Officers:
 - a. California State Fire Marshall approved certification tracts
 - b. California State Fire Training FSTEP (Fire Service Training and Education Program) approved courses
 - c. Office of Emergency Services approved courses
 - d. National Fire Academy approved courses
 - e. Federal Emergency Management Agency approved courses
 - f. National Wildfire Coordinating Group approved courses
 - g. Other specific career fire related training
4. The parties recognize that course titles may vary or change and it is the intent of the parties that the above listed courses or their equivalents shall constitute the curriculum. The departments shall periodically advise Fire Fighters/Security Officers and Fire Fighters of course availability.
5. Requests for Fire Fighter and Fire Fighter/Security Officer training that are otherwise consistent with this provision will not be unreasonably or arbitrarily denied. It is the intent and desire of the parties that Fire Fighters and Fire Fighter/Security Officers be trained and certificated as expeditiously as operational needs and funding permit.
6. The employer shall have discretion to determine which specific out-service courses within each category are authorized for attendance by a given Fire Fighter or Fire Fighter/Security Officer. Consideration shall include the fire service needs of the facility, when and where the course is scheduled to occur, the availability of funds designated for Fire Fighter or Fire Fighter/Security Officer training and the preference of the Fire Fighter or Fire Fighter/Security Officer. Upon a successful completion of a course authorized in advance, the employer shall reimburse the Fire Fighter for one hundred percent (100%) of the cost for course-required books and tuition of job related courses, and fifty percent (50%) of the cost for course-required books and tuition of career related courses. For purposes of this section, job related courses are courses which provide useful job related knowledge, while career related courses are courses which are for career development. Further, the Fire Fighters or Fire Fighter/Security Officer may attend authorized courses without loss of compensation when otherwise scheduled for work.
7. The above curriculum is not intended to preclude Fire Fighters or Fire Fighter/Security Officer from requesting or the employer from requiring attendance at courses required for maintenance of special certificates or

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licenses that are required by the employer for the job of Fire Fighter or Fire Fighter/Security Officer.

- C. For Unit 7 firefighter/security officers, the following shall be provided:
1. Penal Code 832 Level III minimum.
 2. P.O.S.T. recognized chemical agent and refresher
 3. Self Defense Training-minimum eight (8) hours annually
 4. P.O.S.T. recognized baton and annual refresher
 5. Quarterly Firearms Certification (Except DVA)
 6. Other specific training or P.O.S.T. recognized courses as required by the department of by law.
- D. Self Defense Training
- All other Unit 7 peace officers shall receive a minimum of eight (8) hours of Self Defense Training per fiscal year. Training in managing assaultive behavior at DMH and DDS will substitute for self defense training. During the term of this contract, each department shall meet with CAUSE to determine the necessity for self defense training beyond what is provided by managing assaultive behavior. Should it be determined that additional training is necessary, the department(s) and CAUSE shall meet and confer regarding the implementation of that training. This training may be conducted concurrently with the quarterly shooting qualification training. This provision shall not apply to the Department of Justice.
- E. Licensing Registration Examiner (LRE) Training
1. The department shall continue its practice of providing a minimum of one hundred twenty (120) hours initial training to newly appointed LREs. Incumbent LRE's shall receive at least eight (8) hours of refresher and updated training per year.
 2. Licensing Registration Examiners who are required by the department to process vehicle registration or perform VIN verifications shall receive the appropriate training. Such training will be scheduled in accordance with operational needs.
 3. It is further agreed that basic CPR and First Aid Training shall be made available to LREs who volunteer for such training. Training will be scheduled in accordance with operational needs.

14.6 Field and Program Representative Training and Special Learning

Each new Field or Program Representative employed by the Bureau of Automotive Repair or the Bureau of Electronics and Appliance Repair, whose duty it is to conduct regulatory inquiries and who has not received the below listed training, shall receive such training within one (1) year of hire. The department will make every effort for each existing Field or Program Representative who has not received the following training to receive such training by December 31, 2002.

1. Regulatory Investigative Techniques for Regulatory Agencies (when feasible, to be provided by the Sacramento Regional Criminal Justice Training Center)
2. Technical Report Writing (when feasible, to be provided by the State Training Center)
3. Mediator Techniques (when feasible, to be provided by the State Training Center)

Bargaining Unit 8 - Firefighter
July 2, 2001 through June 30, 2006

Section 11.13 AIDS Training

The State agrees to provide AIDS training to all new CDF employees within the first three months of employment. The State further agrees to provide annual AIDS refresher training to all CDF employees.

Section 12.5 Training and Education

12.5.1 The State agrees to reimburse Unit 8 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the Department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

- 12.5.1.1 Tuition and/or registration fees and/or other mandatory fees.
- 12.5.1.2 Cost of course-required books.
- 12.5.1.3 Transportation or mileage expenses.
- 12.5.1.4 Toll and parking fees.
- 12.5.1.5 Lodging and subsistence expenses.

12.5.2 Reimbursement for the above expenses shall be in accordance with the Travel and Business Expense section of the Agreement.

12.5.3 If the State agrees with a Unit 8 employee's participation in non-required career-related training, the State may reimburse the employee for up to 50% of tuition, fees, and course-related books, not to exceed Department limits, after the employee has satisfactorily completed the course. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

12.5.4 An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

12.5.5 An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

- 12.5.5.1 At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or,
- 12.5.5.2 Because of death, prolonged illness, disability or other eventuality beyond the control of the employee.

12.5.6 If an employee quits or accepts other employment within nine months following completion of State paid training, he/she shall reimburse the State for the amount provided by the State.

Section 12.6 Long-Term Training

12.6.1 If an employee is assigned to a required training class within the State of California where travel status lasts four consecutive weeks including weekends, the employee will be allowed to travel home and return once at State expense during the class. If an employee is assigned to a required training class within the State of California where travel status is five or six consecutive weeks including weekends, the employee will be allowed to travel home twice at State expense during the class. If an employee is assigned to a required training class within the State of California where travel status is longer than six consecutive weeks, including weekends, the employee will be allowed to travel home at a ratio of once for every three weeks or major portion thereof, at State expense during the class. The travel time for these trips will not be considered "hours of work".

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12.6.2 The Academy staff will make a reasonable effort to coordinate weekend transportation for employee(s) who do not have transportation for the weekends and do not travel home. This does not apply to students attending the Driver Operator Module or the Fire Fighter Module.

Bargaining Unit 9 - Professional Engineers
July 2, 2003 through July 2, 2008

22.1 Training

The State agrees to reimburse bargaining unit employees for expenses incurred as a result of attending job-required courses as authorized by the department. Such reimbursement shall be limited to tuition and/or registration fees, cost of course-required books, transportation or mileage expenses, toll and parking fees, and lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with existing Administrative Code sections except as otherwise provided in this MOU. When training occurs during normal working hours, the employee shall receive his/her regular salary. The State shall reimburse bargaining unit employees for departmentally-approved expenses incurred as a result of attending authorized job-related or career-related training or education in accordance with DPA rules. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

Bargaining Unit 10 - Professional Scientific
July 1, 2003 through June 30, 2006

15.3 Training

- A. The State agrees to reimburse Unit 10 employees for expenses incurred as a result of attending departmental approved and authorized job-required training. Attendance shall be without loss of compensation. Departmentally approved and authorized training attended during off-duty hours shall be considered work time. This includes in-service training courses offered by the department. Such reimbursement shall be limited to:
 - 1 Tuition and/or registration fees,
 - 2 Cost of course-required books and materials,
 - 3 Transportation or mileage expenses,
 - 4 Toll and parking fees, and
 - 5 Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with Section 6.1 of this Agreement.
- C. The State shall not seek reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion of either: (1) the convenience of the State; or (2) because of death, prolonged illness, disability or other similar eventuality.
- D. As authorized and approved by a department, a Unit 10 employee may attend, without loss of compensation, and may be reimbursed, in full or in part, for training designed to increase the employee's job proficiency or professional career development and growth, and/or to maintain or obtain required professional licensure, certification or registration.
- E. All training requests, approvals, and disapprovals, shall be in accordance with departmental procedures. Management shall respond to all training requests within twenty-one (21) calendar days from the date the request was received. The parties may mutually agree to extend this response period. Employee training requests must be compatible with his/her approved individual development plan where such plans are utilized. When an employee training request is denied, the department will give consideration to this fact when reviewing the employee's next request for training.
- F. This Section is only appealable to the third step of the grievance procedure and is not arbitrable.

15.4 Certification or Registration

A Bargaining Unit 10 employee may be provided up to eight (8) hours CTO upon successful completion of a certification or registration examination taken during off-duty hours. The certification or registration must be directly related to an employee's scientific specialty and assigned duties and be approved by the department head or designee.

15.5 Departmental Orientation

The State recognizes the value of having Unit 10 employees knowledgeable of programs and activities carried out by the departments. Each department shall periodically conduct a departmental orientation program for new permanent, full-time Unit 10 employees. Upon approval, existing employees may participate in the orientation.

Bargaining Unit 10 - Professional Scientific
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15.7 Volunteer Training

Any Unit 10 Fish and Game employee who has approval to serve as a volunteer deputized Fish and Game Warden must complete the appropriate training required by Penal Code Section 832. If a volunteer, deputized warden has approval to carry a firearm, the employee must complete firearms training required by Penal Code Section 832.

Bargaining Unit 11 - Engineering and Scientific Technicians
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13.1 Personnel and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code Sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to,

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probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

13.2 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

13.3 Joint Apprenticeship Committee

- A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 1, 4, 11, 14, 15 and 20 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code Section 3070, et seq.) and pursuant to the following provisions:
 - 1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
 - 2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
 - 3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards.
 - 4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
 - 5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.
- B. The State agrees to continue existing apprenticeship programs.
- C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 1, 4, 11, 14, 15 and 20 occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this Section.
- D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.4 Performance Appraisal of Permanent Employees

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an

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employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

13.5.11 Education and Training

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of employees through education and training activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make its training policies and, annually, its training course list available at work sites. Each department shall provide annually and upon request by the Union a copy of its training course list and its training budget as it appears in the Governor's Budget. Budgeted training funds shall not be used for training private sector contract employees who would do the work normally performed by bargaining unit employees.
- C. New employees to a department shall, within 60 days after reporting to work, be given an orientation session by their supervisor or other departmental representative.
- D. Individual Development Plans
 - 1. Each State department shall be required to complete an annual Individual Development Plan for each permanent full-time employee and for permanent intermittent employees who work 750 hours or more annually.
 - 2. The State agrees to provide training opportunities and funding to fulfill the training courses on an employee's Individual Development Plan (IDP) when and subject to conditions agreed to between the employee and the employee's supervisor in the IDP.
 - 3. An employee's request for attendance at scheduled training courses agreed to in an IDP for that year shall not be unreasonably denied. Reasonable denial would include a reduction in the division or program training budget.
 - 4. When operational needs or emergencies preclude attendance at training courses agreed to in an employee's IDP, the employee shall, upon request, be approved to reschedule and attend the course based on what is convenient for the employee and operationally feasible for the State.
 - 5. Nothing in this section shall be construed to prevent the State from requiring an employee to attend training.
- E. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related meetings, seminars, conferences and conventions.
- F. Training Categories/Definitions
 - 1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.

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2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.
 3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.
 4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by the Department of Personnel Administration; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.
 5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.
 6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.
- G. Reimbursement for Job-Required Training Expenses
1. The State agrees to reimburse employees for expenses incurred as a result of job-required training consistent with the Business and Travel Article of this contract. When an employee's approved participation is identified as job-required by the appointing authority, the employee shall be fully reimbursed for tuition and other necessary expenses that include:
 - a. Tuition and/or registration fees;
 - b. Cost of course-required books and materials;
 - c. Transportation or mileage expenses;
 - d. Toll and parking fees;
 - e. Lodging and subsistence expenses.
 2. Employees who attend training and education courses required by the state shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours shall be considered work time and they will be compensated according to the employee's designated Work Week Group.
- H. Reimbursement for Job-Related Training Expenses
1. When participation in training is identified by the appointing authority as 'jobrelated', full reimbursement of approved training or education courses may be provided in accordance with the Business and Travel Article of this contract for tuition and other necessary expenses as outlined above for job-required training.
 2. Employees who attend 'job-related' training and education courses may be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. When job-related training occurs outside of normal working hours, an employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are

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scheduled during off-duty hours, such hours may be considered work time and would be compensated according to the employee's designated Work Week Group.

- I. Career Related or Upward Mobility Training Expenses
 - 1. When participation in training is identified by the appointing authority as 'careerrelated' or as part of an upward mobility plan, the State will reimburse employees for up to 50% of course required books, tuition, materials and registration fees of approved training or educational courses.
 - 2. Normally the employee will attend the training on his or her own time.
- J. An employee who willfully or negligently fails to satisfactorily complete a training or education course (required or approved by the department) as specified by the training provider shall not be eligible for reimbursement of tuition and other necessary expenses, and shall return any advance payment received.
- K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses incurred, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee. Expenses subject to reimbursement pursuant to this subsection shall be limited to those that the employee would have otherwise been entitled to receive pursuant to this contract.
- L. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- M. Each Department, upon request of an eligible employee as defined in the Class A and Class B Commercial Driver's License section of this contract, will make available any public information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.
- N. Each State department, through its annual training plan process, will provide employees training in handling hostile and threatening behavior where required for safety purposes.
- O. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.

13.6.11 Professional Certification or Registration

- A. For purposes of this Section "permanent" means that unit member has completed at least one full probationary period in a Bargaining Unit 11 represented classification and achieved permanent status in that classification.
- B. The State shall provide to a permanent Unit 11 employee application reimbursement and up to eight (8) hours CTO time at straight rate upon successful completion of a Professional License or Certification as listed. CTO is applicable only when the examination was taken on the employee's own time. The Professional License or Certification examination are any of the following:
 - 1. Engineer-in-Training
 - 2. Engineer
 - 3. Land Surveyor-in Training

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4. Land Surveyor
5. Landscape Architect Registration Examination (LARE)
6. Structural Architect Registration
- C. The State shall reimburse permanent employee's renewal fees for Professional Licenses listed above.
- D. Notwithstanding any other Section, the State shall reimburse permanent employees for engineering general review courses relative to the above professional license or certification examinations on a one-time basis only. Certificate-of-completion shall be required. Employees must receive prior approval from their supervisor, in accordance with each department's procedures, and be signed up to take the examination in order to receive review course reimbursement.
- E. Employees in remote areas (where review courses may be unavailable) will be reimbursed on a one-time basis only for either a correspondence course, video tape course, personal computer course, purchase of review course books or a specially designated course.
- F. State release time, during working hours, without loss of compensation will be provided for attendance at review courses. Transportation costs involved with review courses will not be reimbursed by the State.
- G. The State will pay a one-time bonus of \$500 to any permanent Unit 11 employee who attains any of the above applicable license or certification.

13.7.11 Special Certification Requirements – Caltrans

- A. This section applies to incumbents and future Caltrans employees in the following classifications: Assistant and Associate Steel Inspector, Structural and Lead Structural Inspector, Non-Destructive testing as described below.
 1. Incumbent employees trained at State expense to become certified by the American Welding Society (AWS) at acceptable levels described below.
 2. Employees hired after November, 1998, who already possess an active AWS certification for welding inspection as part of the requirement for participating in the exam process.
 3. Employees trained and certified at Level II (limited) in Ultrasonic testing, radiographic testing, magnetic particle testing, and penetrant testing.
- B. The State will assume the cost of certifying incumbents and will pay costs for future re-certification for all employees in this series.
- C. Certification by the AWS may be obtained and is acceptable to the department at the following levels:
 - American Petroleum Institute, (API) 1103
 - American Society of Mechanical Engineers (ASME) Section 8 & 9.
 - AWS D1.1 Welding Code
 - AWS D1.5 Welding Bridge Welding
- D. No employees will be adversely affected for failure to become certified in one of these disciplines but will be provided administrative time off to participate in reexamination in order to maintain their certification.
- E. This section shall be subject to re-negotiation resulting from changes enacted by the American Welding Society or federal mandates affecting performance of these inspections.
- F. Employees obtaining these certifications will not be expected to perform the actual testing, but will be expected to ensure that the tests are performed in accordance with Code and contract specs.

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- G. Employees holding any of the certificates in section (A)(2) shall receive a one-time bonus of \$500 for obtaining an American Welding Society certified welding inspection certification. Employees holding any of the certificates in section (A)(3) shall receive a one-time bonus of \$500. The most a single employee can receive is \$1,000 regardless of the number of certificates s/he receives.
- H. Employees hired after November 1998 will be required to maintain an AWS certification as part of their employment in their respective class.

Bargaining Unit 12 - Craft and Maintenance
July 3, 2001 through July 2, 2004

16.1 Training

- A. The State agrees to reimburse Unit 12 employees for expenses incurred as a result of completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees
 - 2. Cost of course-required books
 - 3. Transportation or mileage expenses
 - 4. Toll and parking fees
 - 5. Lodging and subsistence expenses
- B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Agreement. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 12 employees in accordance with their workweek group shall be reimbursed in cash, CTO, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom or field instruction or training in a manner determined by the employer.
- C. If the State agrees with a Unit 12 employee's participation in job related or career-related training, the State may reimburse the employee for up to 100% of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem and miscellaneous expenses are not reimbursable. Release time without loss of compensation may be for up to 100% of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees in the same or similar situations.
- D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.
- E. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
 - 1. at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
 - 2. because of death, prolonged illness, disability or other eventuality beyond the control of the employee.
- F. Effective with the signing of this agreement, each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.
- G. Heavy Equipment Mechanics in CDF will receive 12 hours of wild land fire safety training within 12 months following appointment to the classification. The training will be provided at the ranger unit and/or CDF Academy by field/Academy training officers. Current incumbents will receive the training within one year of ratification of this Memorandum of Understanding.

Bargaining Unit 12 - Craft and Maintenance
July 3, 2001 through July 2, 2004

16.2 Private Rooms

- A. When staying overnight on State-required training in a commercial establishment, the State will accommodate individual requests for private rooms on a space available basis. Commercial establishments shall be functional, emphasizing clean and comfortable rooms. The rooms must meet the basic needs of comfort and cleanliness.
- B. For academies and other training situations where the State has contracted for commercial rates based upon double occupancy, the employer will attempt to accommodate individual requests for private rooms on a space available basis; however, if such a request is accommodated, the employee requesting a private room will assume the additional costs.

16.3 Training Committee

- A. The State and the Union shall establish a joint Labor Management Committee for the purpose of evaluating training and upgrading in Unit 12.
- B. The Committee shall be comprised of four representatives selected by the Union and four representatives selected by the State.
- C. The Committee shall determine who among the eight members of the committee shall be the chairperson.
- D. In the event the committee recommends the establishment of training programs in Unit 12, the recommendation shall be adopted and the State shall participate in training programs utilizing IUOE training funds and contributing to such funds consistent with other contributing employers.

Bargaining Unit 13 - Stationary Engineers
July 1, 2002 through July 2, 2003

13.1 Release Time for State Civil Service Examination

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation (wages) to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two (2) working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a swing or graveyard shift for the shift preceding or following a State Personnel Board examination.
- B. Release time will include necessary travel time to and/or from the examination site if such travel time occurs during scheduled work time. In cases where the examination site is in another city and the employee is permitted to use a private vehicle for the travel, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane and ground transportation versus private vehicle) and that results in the least disruption to the employer.
- C. Release time to participate in civil service exams will not result in overtime compensation or reimbursement of travel expenses.

13.2 Apprenticeship Training Fund

Each appointing power, upon approval of sufficient funds by the Legislature, shall contribute to the IUOE Apprenticeship Training Fund to provide a training program for both journey level employees who wish to improve their skills and apprentices entering the industry. The contribution, due in January of each year for each employee covered by this Agreement and on the payroll as of January 1 of each year, will be one hundred dollars (\$100).

Bargaining Unit 14 - Printing and Allied Trades
July 3, 2003 through June 30, 2005

13.1 Personnel and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code Sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus

Bargaining Unit 14 - Printing and Allied Trades
July 3, 2003 through June 30, 2005

programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

13.2 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

13.3 Joint Apprenticeship Committee

- A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 1, 4, 11, 14, 15 and 20 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code Section 3070, et seq.) and pursuant to the following provisions:
 - 1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
 - 2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
 - 3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards.
 - 4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
 - 5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.
- B. The State agrees to continue existing apprenticeship programs.
- C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 1, 4, 11, 14, 15 and 20 occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this Section.
- D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

Bargaining Unit 15 – Allied Services
July 3, 2003 through June 30, 2005

13.1 Personnel and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.

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- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code Sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

13.2 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

13.3 Joint Apprenticeship Committee

- A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in Unit 1, 4, 11, 14, 15 and 20 where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code Section 3070, et seq.) and pursuant to the following provisions:
 - 1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
 - 2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
 - 3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the Department of Industrial Relations, Division of Apprenticeship Standards.
 - 4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.

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5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during Committee meetings.
- B. The State agrees to continue existing apprenticeship programs.
- C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for Unit 1, 4, 11, 14, 15 and 20 occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this Section.
- D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the Department of Industrial Relations, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.4 Performance Appraisal of Permanent Employees

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

13.5.15 Orientation and Safety Training excluding CDC and CYA (BU 15)

- A. Departments shall provide on-the-job orientation for all Unit 15 employees on his/her first day of physical employment.
- B. Safety training shall be provided within the first month of employment. The intent is to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level and in a safe and efficient manner.

13.6.15 State-Required Training (BU 15)

- A. The State agrees to reimburse Unit 15 employees 100% for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with Section 12.1 of this Contract.

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- B. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.
- C. Unit 15 employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.
- D. An employee shall receive reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.

13.7.15 Career-Related Training (BU 15)

- A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course-required books and tuition. Unit 15 employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.
- B. The employee shall receive reimbursement for tuition and books if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.
- C. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 15 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.
- D. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been or are about to be changed substantially or eliminated by automation, technological changes or other management-initiated changes.
- E. By September 1 of each year each department shall provide the Union with a copy of its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.
- F. With prior authorization by a department head or designee, the State may reimburse and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to 100% of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

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13.8.15 Unit 15 Joint/Labor Management Committee on Upward Mobility and Career Development (BU 15)

- A. The State and the Union agree to establish a Unit 15 Joint Labor/Management Committee on Upward Mobility and Career Development, in which career opportunities are developed and published.
- B. The Committee shall consist of twelve (12) members. Six (6) members shall be selected by the State, one each from the Department of Corrections (CDC), Department of General Services (DGS), Department of Developmental Services (DDS), Department of Mental Health(DMH), Employment Development Department (EDD) and the California Youth Authority (CYA). Six (6) members shall be selected by and represent CSEA. In addition, the committee shall be co-chaired by one (1) management and one (1) labor representative.

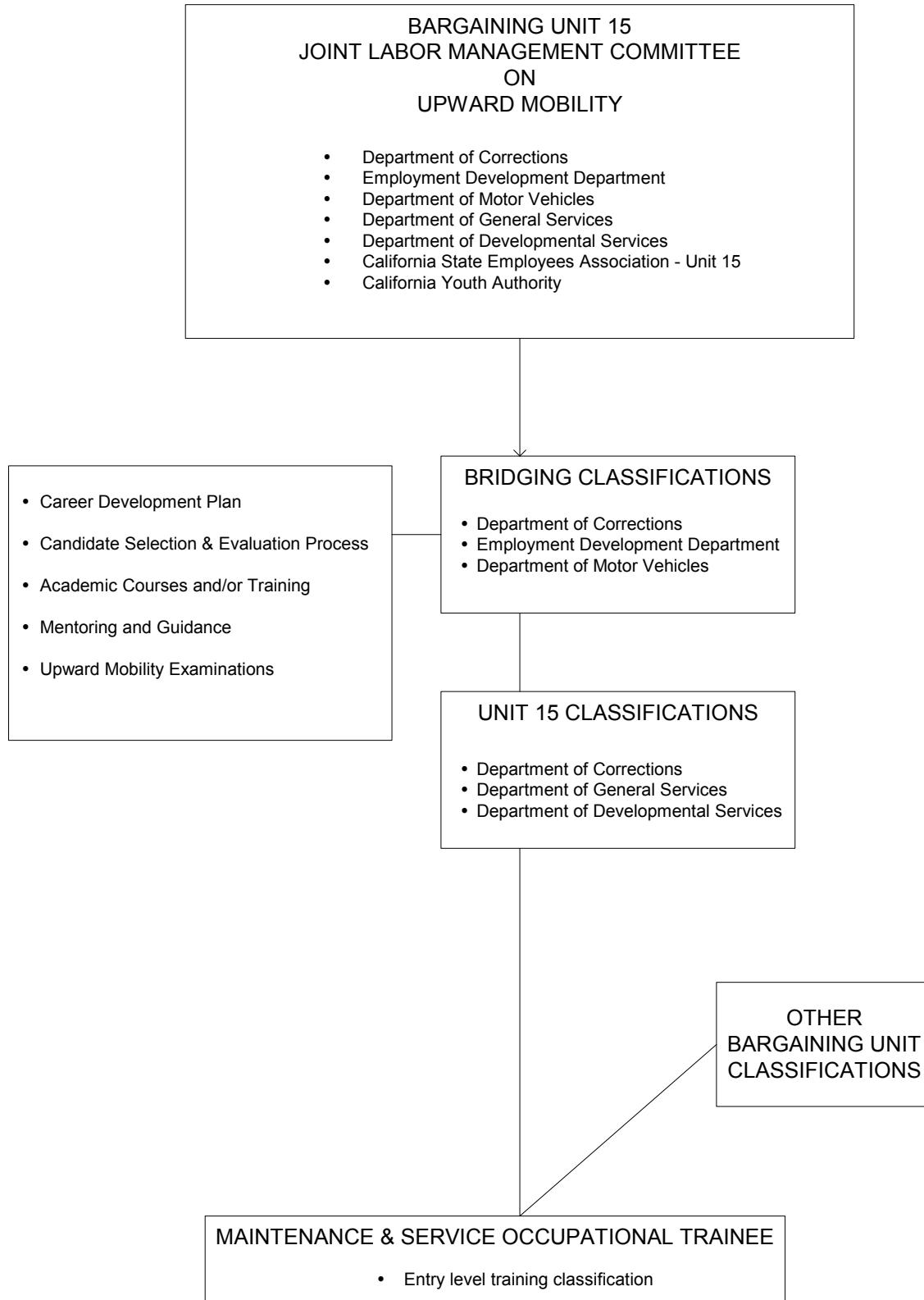
The function of the committee shall be as follows:

- 1. Review each department's "Summary of Upward Mobility Report" which include annual goals that include the number of employees expected to progress from positions in low paying occupational groups to entry-level technical, professional, and administrative classifications, and the timeframe within which this progress shall occur.
- 2. Develop content for a Career Development resource document that includes (but is not limited to) the following items:
 - a. How to interview for a job
 - b. A Map of the steps in getting a state job and a promotion
 - c. Identification of the levels and types of skills needed at different steps in the career ladder
 - d. Information on where to find the training and education to build your skills
 - e. Links to the career information on state agency internet sites
 - f. Templates and guidelines for writing resumes and preparing state applications
- 3. Develop a training and development program to provide career advancement opportunities within the Bargaining Unit 15 classifications.
- 4. Provide information on available apprenticeship or other training programs, including qualification criteria for acceptance into programs.
- 5. Identify the minimum requirements of the various bridging classes that have been identified and develop appropriate training opportunity including cooperative arrangements with college programs.
- 6. Develop and plan upward mobility examinations in conjunction with the State Personnel Board.
- 7. Develop and initiate a candidate selection and evaluation process.

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- 8. Develop and initiate a mentoring and coaching plan to provide support, encouragement, guidance and resources.
- C. The Committee shall meet no less than on a quarterly basis.
- D. The Committee shall develop the scope, set the time-line, and prioritize the activities, etc. Union members on the committee shall be allowed a reasonable amount of time for committee activity without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

Bargaining Unit 15 – Allied Services
July 3, 2003 through June 30, 2005



Bargaining Unit 15 – Allied Services
July 3, 2003 through June 30, 2005

13.9.15 CDC Training (BU 15)

- A. The Department of Corrections shall provide Unit 15 employees with forty (40) hours non-custody staff training in the In-Service Training (IST) units at their respective institutions. New Unit 15 employees shall be provided with this training within three (3) months of being hired. On the employee's first day of physical employment, on-the-job training will be given on "working in a correctional setting", which shall include Inmate/Staff Relations. Within the employee's first thirty (30) days of employment, the employee will be scheduled to attend "Non-custody" block training. Current Unit 15 employees shall attend training on an on-going basis in equitable ratio to other non-custody employees who have regular direct responsibility for supervising two (2) or more inmates. Attendance in IST training will be based on the availability of funds and space.
- B. Upon the Union's request, each institution shall provide annually to the Union the number of its Unit 15 employees who have completed 40 hours of training.
- C. The Department of Corrections shall provide training in a variety of forums relative to job related topics. The following training components can be used to address the job related issues, but does not limit the Department to use other available training resources as follows: (1) the Centralized Food Services Library; (2) Cook/Chill Training Handbook; (3) Food Services Handbook; (4) Inmate Supervision, Timekeeping and Disciplinary Procedures; (5) Use of Force Procedures; (6) Tool Control Inventory; (7) HACCP Training Manual; and (8) employee self protection training.
- D. Whenever the training program for Unit 15 employees is substantially revised, the Union will be notified and given an opportunity to discuss the changes.
- E. The Union may propose revisions to the training for Unit 15 employees to the Chief of Department Training who will consider this input and notify the CSEA Civil Service Director of his/her decision in writing within thirty (30) days.
- F. The Department of Corrections shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, is unable to attend scheduled training, it shall not be noted in his/her annual performance evaluation.

13.10.15 CYA Training (BU 15)

- A. All new Unit 15 employees will be provided with an orientation handbook and an orientation checklist.
- B. The California Department of the Youth Authority shall provide Unit 15 employees with (40) hours of mandated Support Academy Training at the Youth Authority Training Center or at a designated location within six (6) months of being hired. Attendance at the Academy will be based on a space available basis.
- C. The California Department of the Youth Authority's shall provide training at each individual institution in a variety of forums relative to job-related topics. The following are examples of training that can be utilized to address the job-related topics but does not limit the Department to utilize other available training components:

Bargaining Unit 15 – Allied Services
July 3, 2003 through June 30, 2005

1. Orientation of new staff;
 2. Crisis Intervention-Basic;
 3. Ward Grievance-DDMS;
 4. Infection Control;
 5. Institutional Security;
 6. Management of Assaultive Behavior-Basic;
 - 7) Sexual Harassment;
 8. Work Place Violence;
 9. Cook/Chill Procedures; and
 10. Hazardous Analysis Critical Control Point (HACCP) Procedures.
- D. The California Department of the Youth Authority shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, cannot attend the scheduled training, it will not reflect as a "needs improvement" or "unsatisfactory" their annual evaluation.

**Bargaining Unit 15 – Allied Services
July 3, 2003 through June 30, 2005**

E. STAFF ORIENTATION FLOW CHART

(Page 1)

Employee's Name: _____

NRC 033 (NEW 9/97)

Employee's Supervisor

Hire Date

Civil Service Position:

The following items must be fully discussed and documented within five business days of employment. The Immediate supervisor or designee is responsible for ensuring that the employee is scheduled with the other staff providing new employee orientation services.

Employee must be given Safety Orientation before assuming job duties.

	O R I E N T A T I O N S U B J E C T S	Employee's Initials	Staff's Initials	Date
I	PERSONNEL <i>Person providing orientation:</i>			
	A. Records, retirement plans, payroll deductions, insurance, fingerprints etc.			
II	IMMEDIATE SUPERVISOR <i>Person providing orientation:</i>			
	A. Job safety, safety equipment, evacuation routes, hazardous materials			
	B. Alarm system (how and when the personal alarm should be used)			
	C. Key, tool, telephone use, and equipment control policy; keys issued			
	D. Emergency Notification Card (and update policy)			
	E. Staff Accountability System and policy			
	F. Time keeping, sick leave, reporting and verification of absences			
	G. Parking, dress code, grooming standards, dress down days, smoking			
	H. Duty statement, performance standards, post orders			
	I. Probation, performance appraisal, progressive discipline			
	J. Ward count policy and procedure (if applicable)			
	K. Business Office: ID Card, phone sys., Incompatible Activ., purchasing			
	L. Accounting Office: check disbursement, travel expenses			
	M. Staff Introductions: administration, section heads, security supervisors			
	N. LAN Manager: Q-Mail password, computer software & Internet policy			
	O. Tour: Control, med/dent, living, school, kitchen, warehouse, maint.			
III	SECURITY (Major or Captain) <i>Person providing orientation:</i>			
	A. Security Operations overview			
IV	TRAINING OFFICER <i>Person providing orientation:</i>			
	A. Issued New Employee Guide			
	B. Orientation to the CYA, YOPB, and NYCRC – and overview			
	C. Major disturbances and emergencies, hostage policy, <i>hands-off</i> force policy			
	D. Search, contraband, and pager/cell phone policy, personal items policy			
	E. Basic security practices, alternate means for reporting emergent problems			
	F. What to do if you feel you don't have control of your assigned wards			
	G. Ward's Rights and the Disciplinary Decision Making System			
	H. EEO, Sexual Harassment, ADA, non-discrimination policy			
V	HEALTH & SAFETY OFFICER <i>Person providing orientation:</i>			
	A. Health and Safety Program overview, reporting on-duty injuries/illness			
	B. IDL, NDI, EAP, designation of personal physician			
	C. Workplace violence, ESAT			

Distribution by: 1) Original to Personnel 2) Training File 3) Supervisor's Work File 4) Employee Supervisor

(SEE OVER)

Bargaining Unit 15 - Allied Services
July 3, 2003 through June 30, 2005

STAFF ORIENTATION FLOW CHART (Page 2)

NRC 033 (NEW 9/97)

	ORIENTATION SUBJECTS	Employee's Initials	Staff's Initials	Date
VI	CHIEF MEDICAL OFFICER <i>Person providing orientation:</i>			
	A. Communicable disease and Bloodborne pathogen overview			
	1. View Infectious Disease Video			
	B. Emergencies, what Medical will and won't do, staff record keeping			
	C. Annual TB testing, policy			
VII	SENIOR PSYCHOLOGIST <i>Person providing orientation:</i>			
	A. Child Abuse Reporting (CAR) Law and form, NYCRCR CAR policy			
	B. Suicide Prevention, Assessment, and Response (SPAR) policy			
VIII	SPECIAL REQUIREMENTS (Determined by Supervisor)			
	A.			
	B.			
	C.			
	D.			
	E.			
	F.			
	G.			

NOTES: _____

I have been orientated to all items listed on this form and have had all my questions answered.

Employee's Signature

Date

Supervisor's Signature

FORM MUST BE COMPLETED FIVE BUSINESS DAYS FOLLOWING APPOINTMENT

Bargaining Unit 15 - Allied Services
July 3, 2003 through June 30, 2005

13.11.15 Employee Group Meetings (BU 15)

Supervisors shall conduct meetings at least once a month with Unit 15 employees to discuss work-related problems and/or State initiated changes which affect Unit 15 employees and other information which is pertinent to their work performance. Supervisors will accept suggestions from such employees on job improvements and submit the suggestions to their management for consideration.

Bargaining Unit 16 - Physicians, Dentists, and Podiatrists
July 1, 2003 through June 30, 2006

9.6 Unpaid Leaves Of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave so granted shall assure an employee the right to return to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
 - 1. Union activity;
 - 2. For temporary incapacity due to illness or injury;
 - 3. To be loaned to another governmental agency for performance of a specific assignment;
 - 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 - 5. Education;
 - 6. Research project.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) workdays prior to the effective date of the revocation. An unpaid leave of absence may be terminated by the employee with the approval of the department head or designee.
- F. Educational Leave:

Upon written request, the State may grant up to a one-year non-paid educational leave to a permanent full-time Unit 16 employee. Educational leave shall be for the purpose of attending school, college, or to enter training to meet continuing education requirements for license, obtain a certificate in a specialized area of practice, or improve the quality of the employee's skills. If requested, the employee shall submit substantiation for their request. An education leave shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) workdays prior to the effective date of the revocation. If the termination of an education leave by the department head or designee causes undue hardship on the employee, the employee may

Bargaining Unit 16 - Physicians, Dentists, and Podiatrists
July 1, 2003 through June 30, 2006

request a reasonable extension of the termination date not to exceed sixty (60) days which will not be unreasonably denied. An education leave may be terminated by the employee with the approval of the department head or designee.

9.7 Training Leave

A. Mandatory Training

Mandatory Training is training required by the department. The State shall reimburse Unit 16 employees for expenses incurred as a result of satisfactorily completing training or continuing education courses required by the department for performance in their current job. The department shall authorize time without loss of compensation for mandatory training.

B. Professionally related Training

Professionally related training is training designed to increase an employee's job proficiency, and is not otherwise required by the department under mandatory training. The department may authorize time without loss of compensation to attend in-state and/or out-of-state professionally related training. Time for such training under this Article will not be denied without a work-related reason. Time off for attending courses off-site will be confined to the time necessary to be away from the work site and the employee shall return to work upon completion of the course, unless time off has been approved under this section.

C. Continuing Medical Education Leave

Maintenance of required licensure is the responsibility of the employee. For courses directly related to maintaining licensure, the State shall provide each Unit 16 employee up to seven (7) days per fiscal year of Continuing Medical Education (CME) leave and reasonable travel time. Continuing Medical Education (CME) is defined as including continuing Dental and continuing Podiatric Education.

1. The time used for CME leave, regardless of location, shall be considered the same as other paid leave, (i.e. Vacation, Annual Leave). CME leave shall not be subject to any other leave cash-out provisions nor shall CME leave be cashed-out at separation or retirement. CME leave shall be carried over to the next fiscal year if the employee is denied the opportunity to use his/her CME leave during the fiscal year. Employees must request to use CME leave for it to be considered denied. No more than one year CME leave maybe carried over to the next year and total CME leave carry over may not exceed 14 days at any time. Employees attending training in order to meet licensure requirements under this Article shall be considered to be on approved CME leave. The department or designee shall approve or deny request for CME leave within thirty (30) workdays.
2. The State, will approve employee requests for actual cost, but not to exceed \$500 for tuition and/or registration fees, cost of course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related

Bargaining Unit 16 - Physicians, Dentists, and Podiatrists
July 1, 2003 through June 30, 2006

expenses for courses directly related to maintaining licensure. Request for out-of-state travel reimbursement may be approved in accordance with 9.7 D. below. Employees working less than full-time shall be entitled to a pro-rated amount of the \$500. In the Department of Social Services, compliance with Social Security Administration Program Operation Manual System Section No. DI 39521.410 is required.

3. BU 16 members in the Department of Health Services (DHS) and the Department of Social Services (DSS) shall be allowed to establish separate in-house CME programs in each department. No DSS time or resources are to be used to develop, implement or maintain the CME program. The resultant CME programs will be used as part of the fifty six (56) hours and five hundred (\$500) dollar reimbursable expenses of CME for physicians, dentists and podiatrists. The programs will be cost neutral for DSS (no cost) and DHS (no additional cost).

DSS will provide meeting facilities for the DSS CME programs in accordance with standardized departmental procedures. Participation by BU 16 members is voluntary. In house education programs already in place are not affected by the above CME programs.

- D. The State may approve out-of-state travel expenses and per-diem for professionally related training, including CME, under this Article. When employees seek travel reimbursement for out-of-state travel expenses, authorization must be obtained in advance. All out-of-state travel claims or expenses must be approved pursuant to Government Code Sections 11032 and 11033.
- E. Approval for reimbursable out-service training may be denied if the same or similar accredited training is available through in-service training or if the maximum allowable rates are exceeded.
- F. Unit 16 employees at the Department of Corrections may request reimbursement for tuition and/or registration fees, cost of course-related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for training authorized under Article 9.7 C. Such request shall be approved by Corrections for actual cost but not to exceed \$700. Employees of the Department of Mental Health working at a correctional facility are included in this provision.

Bargaining Unit 17 - Registered Nurse
July 3, 2003 through June 30, 2004

13.1 Registered Nurse Career Ladder

No later than 90 days following the ratification of this Agreement by both parties, a Joint Labor/Management Committee shall be established to review career opportunities and development of mechanisms for nurses to obtain upward mobility and satisfaction in state government. This could include Nurse Mentoring and other proactive programs. The committee shall consist of four members designated by the Union and four members designated by the State. Union members shall attend committee meetings without loss of compensation. The committee shall review and analyze current career ladders and opportunities available to nurses. The committee shall prepare a full written report with recommendations made to the Director of the Department of Personnel Administration no later than April 1, 2003. If the parties agree and funds are available, joint recommendation may be implemented prior to the expiration of this Agreement.

13.1 Registered Nurse Career Ladder

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13.2 Release Time for State Civil Service Examinations

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall accommodate a shift change request from an employee who is scheduled to work a NOC shift or the first watch on the day of an SPB examination.

13.3 Mandatory Training

- A. Unit 17 employees who are approved by the State to attend training courses required by the department shall be granted time off without loss of compensation when the course is attended during the affected employee's scheduled work hours. If attendance at such courses is required by the department during an employee's offduty hours, such attendance shall be considered time worked.
- B. Continuing education necessary for professional licensing shall not be considered mandatory training for purposes of this Section unless a specified course required by the department incidentally meets the continuing education requirements. Nothing in this Section shall relieve employees of any requirement to maintain professional licenses, certificates, registrations, etc.
- C. Upon satisfactory completion of mandatory training, the State agrees to reimburse Unit 17 employees for the expenses incurred. Reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;

Bargaining Unit 17 - Registered Nurse
July 3, 2003 through June 30, 2004

- 2. Cost of course-required books;
 - 3. Toll and parking fees in accordance with Article 12 (Allowances and Reimbursements), Section 12.1 (Business and Travel Expense);
 - 4. Transportation or mileage expenses from the employee's headquarters in accordance with Article 12, Section 12.1;
 - 5. Lodging and subsistence expenses in accordance with Article 12, Section 12.1.
- D. The departments shall establish reasonable policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.4 Non-Mandatory Training

- A. For purposes of this Section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department head or designee, the State may reimburse Unit 17 employees for up to one hundred percent (100%) of the cost for course-required books or tuition and/or provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.
- B. The departments shall establish policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.5 In-Service Training

- A. The Departments of Corrections and Youth Authority shall determine the in-service training necessary for their Unit 17 employees and, upon request, shall seriously consider input from the Union. In-service training may include, but not be limited to, such topics as ward/inmates supervision, working relationship with wards/inmates, and ward/inmate disciplinary procedures.
- B. Departments other than those noted in section A., shall develop and offer job-related in-service training on an annual basis. Each department shall develop its training plan and, upon request, shall seriously consider input from the Union. The training plans shall be published annually and distributed to all employees and the Union.
- C. All departments employing Registered Nurses with professional practice groups shall reaffirm, in writing, to each Hospital or Developmental Center Executive Director, Warden or Superintendent or appropriate administrator the importance of the Professional Practice Groups particularly as it relates to in-service training.

13.6 Education and Training Opportunities and Resources

- A. Departments shall provide information on education opportunities, training, and training resources. This shall include the sharing of in-service continuing education course information on a regional basis between departments. Such information shall also be available to the union upon request.
- B. A list of resource contacts regarding nursing careers in State service shall be included as Appendix C to this contract.

Bargaining Unit 17 - Registered Nurse
July 3, 2003 through June 30, 2004

13.7 Non-Paid Education or Research Leave

- A. Upon written request, the State may grant up to a one (1) year non-paid educational leave to a permanent full-time Unit 17 employee. Educational or research leave shall be for the purpose of attending school or college or to enter training to meet continuing education requirements for meeting licensure, obtain a certificate in a specialized area of nursing, improve the quality of the employee's nursing skills, or to conduct or participate in a research project.
- B. An education or research leave shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) work days prior to the effective date of the revocation. An education or research leave may be terminated by the employee with the approval of the department head or designee.

13.8 Paid Education Leave

- A. All Unit 17 employees, with the exception of the classification of Nurse Practitioner, shall be entitled to thirty-two (32) hours of educational leave on State time during the term of this agreement. Nurse Practitioners shall be entitled to a total of 40 hours of Educational Leave for the term of this agreement.
- B. Educational leave will be used at the employee's discretion with release subject to operational needs and reasonable advance notice.
- C. The intent of educational leave is earn the necessary Board of Registered Nursing approved Continuing Education Units (CEU's) required to maintain the employee's license as a registered nurse. Written evidence of CEU completion may be required by management.
- D. If a Unit 17 employee's request for Educational Leave had been denied twice in a fiscal year due to unanticipated operational needs, their paid Educational Leave shall be granted the third time, if verification of requirement of the CEU's for license renewal is provided.

13.9 Research Projects

- A. With the approval of the department, a Unit 17 employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a personal research project, or other departmentally approved training. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.
- B. Upon request of a CSEA Local 1000 Unit 17 representative, the department will provide the identification of those major funded research projects in the area of health care delivery that are being currently conducted or considered.

13.11 Orientation

- A. Departments will provide an on-the-job orientation for all Unit 17 employees hired after the effective date of this Contract. The orientation will take place within thirty (30) days of employment.
- B. Through the PPG's, Unit 17 employees may provide recommendations for content of the orientation program provided to nursing staff.

13.12 State Registered Nurses Scholarship Fund

- A. The employer and the Union recognize that encouraging Unit 17 employees to further develop their professional careers within California State service will have

Bargaining Unit 17 - Registered Nurse
July 3, 2003 through June 30, 2004

- a positive impact on both enhancing quality nursing/health care and employee morale. The parties seek to expand and develop Unit 17's nursing skills and expertise and enhance personal growth through education and training initiatives.
- B. The State agrees to establish a program to provide financial assistance to aid employees in obtaining education that will enhance their potential in the nursing and/or health care profession. The purpose of the program will be to enhance, but not duplicate, existing State workforce training and development options.
- C. The State agrees to continue the State Registered Nurses Scholarship Advisory Committee with management and labor co-chairs. The purpose of the Committee is to establish and maintain a "qualified scholarship" program for career advancement to assist eligible State employees to participate in educational programs that will enhance personal growth and career development in State government. Amounts reimbursed under a qualified scholarship to an individual who is a candidate for a degree at a qualified educational institution as defined per Internal Revenue Code 117 are excludable from gross income. The Committee shall be tasked with establishing and maintaining guidelines for participation under which employees may be eligible for reimbursement of career-enhancing training and education expense. Allowable reimbursements include actual and customary charges for a bachelor's or advanced degree at an accredited college or university including tuition, books, supplies and nursing/medical equipment required for courses. The Committee shall be comprised of six (6) members with an equal number of union and management representatives. The union may designate one (1) State employee member who may attend meetings without loss of compensation. Membership on the Committee is open to union representatives from Unit 17. The Committee shall meet and report regularly to assist in administering the program.
- D. The State agrees to continue the State Registered Nurses Scholarship Fund administered by the Department of Personnel Administration. All direct staffing and administration costs associated with the operation of the fund shall be paid from the fund. The State shall establish and maintain the fund with a contribution of \$250,000.
- E. Scholarship fund awards are intended to reimburse actual and allowable costs permitted under a "qualified scholarship" while attending the above Committee approved training sessions/courses. The Committee will meet and establish procedures on the reportability of these fees and costs.
- .

Bargaining Unit 18 - Psychiatric Technician
September 15, 2001 through July 2, 2003

7.17 Education and Training

- a. The State shall offer in-service training programs which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. Offerings may be limited by availability of funds.
- b. Required Training (In-service / Out-service)
 - (1) The State agrees to reimburse employees for expenses incurred as a result of completing training or education courses required by a department. Reimbursements shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense Section of this Agreement.
 - (2) Employees who are directed to attend a training course required by a department shall be granted reasonable time off without the loss of compensation for courses that are scheduled during their normal working hours.
 - (3) Employees who are directed to attend a training course required by a department during other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.
- c. Other Training (In-Service / Out-Service)

Upon completion of an authorized training or education course, a department shall reimburse an employee for up to 50% of course required books and tuition. Employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.
- d. Educational Leave
 - (1) Unpaid Educational Leave

Applications for unpaid educational leave shall be accepted on an annual basis. To be eligible for unpaid educational leave, the full-time employee must be employed before October 1 of the year prior to the year in question. If he/she is employed on or after October 1, he/she may be scheduled for educational leave in the following year. A full-time employee who does not apply for educational leave waives it for that year. The State may require a report from the employee on unpaid educational leave describing the activities involved.
 - (2) Paid Educational Leave
 - (a) An employee may request special paid leave at straight-time hourly rate which may be granted employees for educational purposes which will benefit the State by adding to or strengthening employee skills or knowledge and to allow employees to attend approved conferences, professional meetings and workshops.
 - (b) The employer may require a report from the employee on paid educational leave describing the activities involved.
- e. Where possible and efficient, mandated in-service training will be provided to employees on their respective shift or hours contiguous to this shift.
- f. PTA 20/20 Program
 - (1) The State shall establish a joint Labor/Management Committee with the express purpose of establishing and monitoring 20/20 programs in the Department of Developmental Services (DDS), the Department of Mental Health (DMH) and the Department of Corrections (CDC).
 - (2) The committee shall consist of four (4) designees of the Association and four (4) designees of the State. Employees shall suffer no loss of compensation as a result

Bargaining Unit 18 - Psychiatric Technician
September 15, 2001 through July 2, 2003

in participating in the Labor/Management Committee meetings. This committee shall have its first meeting within 60 days of ratification of this agreement.

- (3) The State shall provide funding sufficient to establish 20/20 programs for Psychiatric Technician Assistants during the term of this agreement which is designed to employ two-hundred (200) employees.
- (4) Each of the 20/20 programs shall be a maximum of 12 months in length and the amount of 20/20 time utilized by each selected employee will depend on the type of education/training programs available.

g. Educational Reimbursement Program

When a newly licensed Psychiatric Technician (PT) successfully completes his/her initial probationary period (12 months), he/she shall be entitled to a one-time payment of \$840 for reimbursement of tuition, books and fees required to obtain licensure. In order to be eligible for this reimbursement, the employee must be appointed to a State Psychiatric Technician position no more than 12 months from receipt of an initial Psychiatric Technician license.

7.18 Continuing Education

At such times as the BVNPT implements continuing education requirements for Unit 18 employees, the State agrees to meet with CAPT representatives at each facility to discuss:

- 1. The certification of existing in-service course work.
- 2. The addition of new certified course work.
- 3. The administrative procedures for securing leave time to take such courses. In addition, the implementation of continuing education may be discussed on a statewide basis through the Labor/Management Committee specified in Section 11.2 of this Agreement.

Bargaining Unit 19 - Health & Social Services/Professional
July 3, 2003 through July 1, 2006

14.1 Professional Education And Training

- A. It is the intent of this Article to provide for the fair and equitable approval and/or disapproval of Unit 19 non-mandatory training requests to the extent it is practical and within available training resources.
- B. Professional education/training is designed to increase an employee's professional growth and job-related development; to maintain or obtain required professional licensure, certification or registration; to maintain good standing for chaplains; or to increase an employee's job proficiency. This training is not otherwise required by the department under mandatory training.
- C. The State shall encourage such professional education/training by authorizing up to five (5) days per fiscal year without loss of compensation for professional education and training (see also L. below). This professional education and training must be approved in advance by the department head or designee. Such time shall not be accumulated beyond the fiscal year.
- D. The State shall consider requests for out-of-state travel for training purposes by Unit 19 employees. All out-of-state travel for training purposes must be approved pursuant to Government Code Sections 11032 and 11033.
- E. Employees may request reimbursement for tuition and/or registration fees, cost of course-related books, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for training authorized under this Article.
- F. Within available resources, the State shall endeavor to provide in-service training for continuing education (CEU) and other education and training necessary to maintain a State job-related license, registration or credential.
- G. Approval for out-service training may be denied if the same or similar accredited training is available through in-service training.
- H. Employees attending training under this Article shall remain on active payroll status. All benefits accruing under the provisions of this Agreement shall continue during attendance at such training.
- I. All education and training requests for time and/or reimbursement should be submitted in writing and written departmental approval or reasons for denial shall be provided to the employee within ten (10) work days of a request for time only and twenty (20) work days for a reimbursement request.
- J. When an employee's request for training is denied, the State will give consideration to this fact when reviewing the employee's next request for training. In any case this provision shall not decrease current practice.
- K. The State will consider professional growth and development needs when determining training monies for non-required training. Upon request, the appointing authority shall make available, where feasible, to the Union information on training policies, practices, procedures for requesting, and status of current training funds.
- L. Nothing in this article shall prevent the State from granting requests in excess of the above minimums or requests for items not herein addressed.

14.2 Continuing Education

- A. Full-time employees in the classifications listed below will be entitled to paid educational leave to obtain continuing education units. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice. In-service training for which CEU

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credit is provided may be counted at the State's option towards the educational leave. This leave is noncumulative. Part- time employees will receive a prorated leave according to the employee's time base.

CLASS	Credit Hours per licensing period
Pharmacist I	30
Inspector, Board of Pharmacy	30
Pharmaceutical Consultant I, DHS	30
Pharmaceutical Consultant II, (Specialist) DHS	30
Clinical Dietitian	30
Alcohol Treatment Counselor, Veterans Home	30
Child Nutrition Consultant	30
Public Health Nutrition Consultant(I, II, and III)	30
Consulting Psychologist,	36
Consulting Psychologist, Victims of Crime	36
Psychologist (Clinical)	36
Psychologist (Clinical – Correctional Facility)	36
Psychologist (Educational)	36
Psychologist (Health Facility – Clinical)	36
Psychologist (Health Facility – Counseling)	36
Psychologist (Health Facility -- Educational)	36
Psychologist (Health Facility – Experimental)	36
Psychologist (Health Facility – Social)	36
Psychologist, State Personnel Board	36
Psychology Internship Director	36
Psychology Internship Director (Correctional Facility)	36
Senior Psychologist	36
Senior Psychologist (Correctional Facility)	36
Senior Psychologist (Health Facility – Specialist)	36
Senior Psychologist (Correctional Facility – Specialist)	36
Staff Psychologist (Clinical)	36
Staff Psychologist (Clinical – Correctional Facility)	36
Psychiatric Social Worker	36
Psychiatric Social Worker (Correctional Facility)	36
Psychiatric Social Worker (Health Facility)	36
Psychiatric Social Worker (Health Facility, Hispanic)	36
Occupational Therapist (All Classes)	24
Occupational Therapist (Correctional Facility)	24
Occupational Therapist (DMH and DDS)	24
Occupational Therapist (Consultant)	24
Rehabilitation Therapist, State Hospitals (Occupational)	24
Senior Occupational Therapist	24
Senior Occupational Therapist (Correctional Facility)	24
Audiologist I	36
Audiologist I, DMH and DDS	36
Speech Pathologist I	36
Speech Pathologist II	36
Vocational Psychologist	72

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- B. This Section may be modified during the life of this Contract to reflect changes in licensing requirements if mutually agreed to by the parties. Any such changes shall be incorporated into this Contract.

14.3 Career Development

At the request of the employee, the State may approve a program to involve employee participation in a formal educational curriculum for credential, certification or advanced degree when the employee would otherwise be scheduled to work up to twenty (20) hours per week without loss of compensation. This program shall be limited to a formal educational curriculum for a credential, certification or advanced degree that benefits the State in classifications that are difficult to hire and retain at either a specified work location or throughout the classification. Once the participating employee has successfully completed the formal education curriculum, he/she shall be appointed to a position in the targeted classification, upon establishing eligibility for appointment. An employee who is approved to participate in this program shall commit to work for the sponsoring department in the new classification for a period of time, at least as long as the State's commitment of time.

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8.8 Continuing Education Leave

- A. Employees in classifications listed below will be entitled to educational leave to obtain continuing education units. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice. In-service training courses for which Continuing Education Units (CEU) credit is provided may be counted at the State's option towards the hours of education leave. This leave is non-cumulative.

CLASS CODE	CLASS TITLE	HOURS PER FISCAL YEAR
8249	Licensed Vocational Nurse	16 hours
8219	Licensed Vocational Nurse, Departments of Mental Health and Developmental Services	16 hours
8274	Licensed Vocational Nurse (Safety)	16 hours
8291	School Bus Driver	10 hours
8322	School Bus Driver, Departments of Mental Health and Developmental Services	10 hours
8276	Respiratory Care Practitioner	15 hours (every 2 years)
8300	Respiratory Care Practitioner, Departments of Mental Health and Developmental Services	15 hours (every 2 years)
9316	Respiratory Care Practitioner, Correctional Facility	15 hours (every 2 years)
9307	Hospital Aid (Correctional Facility)	24 hours
7911	Dental Assistant*	25 hours (every 2 years)
7656	Dental Assistant, Departments of Mental Health and Developmental Services*	25 hours (every 2 years)
7914	Dental Assistant (Safety)*	25 hours (every 2 years)
9296	Dental Assistant, Correctional Facility*	25 hours (every 2 years)
8128	Dental Hygienist	25 hours (every 2 years)
9298	Dental Hygienist, Correctional Facility	25 hours (every 2 years)
8131	Dental Hygienist (Safety)	25 hours (every 2 years)
8432	Dental Hygienist Auditor	25 hours (every 2 years)
8387	Dental Hygienist Consultant	25 hours (every 2 years)
7928	Clinical Laboratory Technologist	24 hours (every 2 years)

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9293	Clinical Laboratory Technologist, Correctional Facility	24 hours (every 2 years)
9301	Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7925	Senior Clinical Laboratory Technologist	24 hours (every 2 years)
9348	Senior Clinical Laboratory Technologist, Correctional Facility	24 hours (every 2 years)
7926	Senior Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7989	Radiologic Technologist	24 hours (every 2 years)
9315	Radiologic Technologist, Correctional Facility	24 hours (every 2 years)
7992	Radiologic Technologist (Safety)	24 hours (every 2 years)
7987	Senior Radiologic Technologist (Specialist)	24 hours (every 2 years)
9350	Senior Radiologic Technologist, Correctional Facility (Specialist)	24 hours (every 2 years)
7995	Senior Radiologic Technologist, (Specialist-Safety)	24 hours (every 2 years)
9820	Support Service Assistant (Interpreter) (RID Certified)	90 hours (every 3 years)
8185	Certified Nursing Assistant	48 hours (every 2 years)

*Eligible employees must obtain and maintain their Registered Dental Assistant (RDA) Certification from the State Department of Consumer Affairs. .

This Section may be modified during the life of this Contract to reflect changes in licensing requirements if mutually agreed to by the parties. Any such change shall be incorporated into this Contract.

13.1 Release Time for State Civil Service Examinations

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change

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request from an employee who is scheduled to work a nocturnal (NOC) shift or the first watch on the day of an SPB examination.

13.2 Mandatory Training

- A. The State agrees to reimburse Unit 20 employees for expenses incurred as a result of satisfactorily completing training or job-related continuing education courses required by the State. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with Article 12, Section 12.1 of this Contract.
- C. Unit 20 employees who are directed to attend a training course required by the department shall be granted reasonable time off without loss of compensation for courses that are scheduled during their normal working hours.

13.3 Non-Mandatory Training A. For purposes of this Section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department designee, the State may reimburse Unit 20 employees for up to one hundred percent (100%) of the cost for course required books and/or tuition. The State may also provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be granted for up to one hundred percent (100%) of the time required for course attendance. Both Parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations. B. It is the State's intent that this Section shall be administered in a non-discriminatory and equitable manner. Allegations of favoritism or inequitable treatment shall be grievable up to the Department of Personnel Administration.

13.4 Education and Training Opportunities Departments shall make available information on education opportunities and training to Unit 20 employees upon request. The departments shall continue existing practices of disseminating education and training information.

13.5 20/20 Programs Where feasible, the State shall provide 20/20 programs for Unit 20 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s) shall meet to develop a 20/20 program(s).

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13.6 Employment Opportunities Departments shall make available employment opportunity information to Unit 20 employees. Such information shall be posted on a facility bulletin board and may be published in weekly bulletins.

13.7 Orientation Departments will provide an on-the-job orientation for all Unit 20 employees hired after the effective date of this MOU. The orientation will take place as soon as feasible.

13.10 Unit 20 Scholarship Fund

- A. The employer and the Union recognize that encouraging Unit 20 employees to further develop their professional careers within California State service will have a positive impact on both enhancing quality nursing/teaching and employee morale. The parties seek to expand and develop Unit 20's skills and expertise and enhance personal growth through education and training initiatives.
- B. The State agrees to establish a program to provide financial assistance to aid employees in obtaining education that will enhance their potential in the nursing, teaching and other professions. The purpose of the program will be to enhance, but not duplicate, existing State workforce training and development options and to help meet the future needs of the employers' workforce. In pursuit of this objective, within ninety days of the ratification of this Memorandum of Understanding, the Chairperson of Bargaining Unit 20, or designee, will recommend to the State additional occupational groups to be included in this program.
- C. The State agrees to establish a Unit 20 Scholarship Advisory Committee with management and labor co-chairs. The purpose of the Committee is to establish and maintain a "qualified scholarship" program for career advancement to assist eligible State employees to participate in educational programs that will allow employees to pursue advancement in the nursing and/or teaching career fields in State government. Amounts reimbursed under a qualified scholarship to an individual who is a candidate for a degree at a qualified educational institution, as defined per Internal Revenue Code 117, are excludable from gross income. The Committee shall be tasked with establishing and maintaining guidelines for participation under which employees may be eligible for reimbursement of career-enhancing training and education expense. Allowable reimbursements include actual and customary charges for a degree at an accredited college or university including: tuition, books, supplies and equipment required for courses. The Committee shall be comprised of six (6) members with an equal number of union and management representatives. The union Bargaining Unit 20 Chairperson, or designee, may designate the State employee members who may attend meetings without loss of compensation. Membership on the Committee is open to members from Unit 20. The committee shall meet and report regularly to assist in administering the program.
- D. The State agrees to establish a Unit 20 Scholarship Fund administered by the Department of Personnel Administration. All direct staffing and administration costs associated with the operation of the fund shall be paid from the fund. The State shall establish and maintain the fund with a contribution of \$250,000.

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- E. Scholarship fund awards are intended to reimburse actual and allowable costs permitted under a “qualified scholarship” while attending the above committee approved training sessions/courses. The committee will meet and establish procedures on the reportability of these fees and costs.

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8.24 Educational Leave

The following provisions will be effective January 1, 2002.

- A. The department head or designee may approve educational leave with pay to attend or participate in educational or research programs at accredited schools, colleges, universities, or local educational agencies for the purposes of further instruction in subjects related to the employee's work assignments and/or achievement of departmental goals. Educational leave may also be used to attend workshops and seminars for career and professional development.
- B. Only Unit 21 employees in classifications listed in the attachment entitled "Educational Leave" are eligible under this provision.
- C. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.
- D. Eligible employees must have a State civil service appointment of ½ time or more and must complete at least one (1) year of continuous service in a classification which accrues educational leave before being granted such leave. Intermittent employees shall not be eligible.
- E. Eligible employees will be credited with educational leave at a rate of 10 hours per month for full time employees and on a pro rata basis for part time employees. Pro rata accrual rates are included in the attachment entitled Leave Hours for Reduced Time Bases. Portions of months of service shall not be counted or accumulated.
- F. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.

13.4 Education and Training Required by Department

- A. The State agrees to reimburse Unit 21 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, Section 12.1 of this contract.
- B. Advance Application – An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.
- C. Incomplete Assignment – (1) General. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. (2) Exceptions. The employee or his/ her estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability or other event beyond the control of the employee.

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- D. No deduction from education leave balances. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section e. below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- E. Required new or revised credential. When a Unit 21 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.

13.5 Rehabilitation and Retraining of Disabled Employees

The Department of Personnel Administration and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in designing training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.

13.6 Training for Hostile and Threatening Behavior

Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.

13.7 Training in Infectious Disease Control

The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.

13.8 Professional Development Committees

The purpose of Professional Development Committees is to enhance professional development of Unit 21 employees through continuing education and training and improve professional standards through the review and revision of classification specifications. Upon request of the Union and with the concurrence of the department head or designee, a Professional Development Committee may be established according to the following guidelines:

1. The Committee will consist of equal numbers of management and Union representatives. However, there shall not be more than three (3) management representatives and three (3) Union representatives, unless increased by mutual agreement.
2. Committee recommendations, if any, will be advisory in nature.
3. Professional Development Committee meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure.